MINES AND MINING—PAROL GRANT—LICENSE—REVOCABILITY.—HOSFORD ET AL. V. METCALF ET AL., 84 N. W. 1054 (Iowa).—*Held*, a parol grant of mining privileges in land, on the strength of which grantees expended much money and labor in work on the premises, gave grantees an interest in the land entitling them to continue, and which was transferable, and was not merely a personal license and revocable.

There are a few cases which take this extreme view, but the right of the licensor to revoke a parol license, even after much money and labor has been expended, is very generally recognized. *Kivett* v. *McKeithan*, 90 N. C. 106; *Selden* v. *Delaware Co.*, 29 N. Y. 634. Cases cited by the court can be distinguished from the case at bar. *Beatty* v. *Gregory*, 17 Iowa 109; *Bush* v. *Sullivan*, 3 Green 344. The statute of frauds does not permit an interest in lands, except in a few cases—of which this is not one—to pass without a deed, nor is such a license generally considered transferable. *Cooley on Torts*, 357-360.

MINING—WEIGHING COAL BEFORE SCREENING—CONTRACTS BETWEEN MINERS AND OPERATORS—CONSTITUTIONAL LAW.—IN RE PRESTON, 59 N. E. 101 (Ohio).—*Habeas Corpus.* Petitioner was arrested under a statute making it a criminal offense for any mine operator, employing miners at bushel or ton rates, to screen the coal, before it has been weighed and credited to the *employé* sending the same to the surface. *Held*, such a statute is repugnant to the bill of rights, as an unwarrantable invasion of the right to make contracts. Petitioner discharged.

Statutes, not distinguishable from the one under consideration in any substantial respect, have been held not to be within the police powers. *Millett* v. *People*, 7 N. E. 631; *Potter's Dwarris on Statutes*, 458, *and cases cited.* Other courts, however, have reached the opposite conclusion, though not without dissenting opinions. *State* v. *Peel Splint Coal Co.*, 15 S. E. 1,000; *State* v. *Wilson*, 58 Pac. 981.

NAVIGABLE WATERS—MEANDERED LINES—EROSION—ALLUVION.—PENKER ET AL. V. CANTER ET AL., 63 Pac. Rep. 617 (Kans.).—The plaintiff owned a tract of land separated from a navigable stream by a tract of land owned by the defendant. By erosion the greater part of the defendant's land was washed away, together with a part of plaintiff's land. Subsequently the stream receded, forming alluvion with the original boundaries of both owners. In an action of ejectment, *held*, that the plaintiff was entitled to an equitable proportion of the alluvion formed within the original boundaries of the defendant's tract.

There are very few decisions on this question, but the weight of authority supports this one. *Welles* v. *Bailey*, 55 Conn. 292; *Jeffries* v. *Land Co.*, 134 U. S. 178. In a recent New Jersey case, this view was held to be unsound. *Ocean City Assn.* v. *Schriver*, 46 Atl. Rep. 690. This decision is unique in that it makes equitable division of the alluvion. This seems to be unsupported by any previous decision, though the principle is laid down in the text-books.

NOTES—SIGNATURE BY PRESIDENT—LIABILITY—PAROL PROOF.—SECOND NATIONAL BANK V. MIDLAND STEEL CO., 58 N. E. 833 (Ind.).—A note was signed "R. J. Beatty, President," and above the note, on the paper on which the note was written, appeared the name of the corporation. *Held*, that a note signed by the president of a corporation can be shown by parol to be the contract of the corporation.

There is a conflict of authority upon this point, the following holding as above: *Means* v. *Swormstedt*, 32 Ind. 87 ; *Bingham* v. *Kendall*, 17 Ind. 396; *Railroad Co.* v. *Davis*, 20 Ind. 6 ; *Gaff* v. *Theis*, 33 Ind. 307 ; *Vater* v. *Lewis*, 36 Ind. 288. *Contra*, *Fiske* v. *Eldridge*, 12 Gray 474 ; *Hays* v. *Crutcher*, 54 Ind. 260 ; *Potts* v. *Henderson*, 2 Ind. 327.

NUISANCES—CROPS—LANDS IN ANOTHER STATE.—DUCKTOWN SULPHUR, &c. Co. v. BARNES, 60 S. W. Rep. 593 (Tenn.).—Where smoke from a smelter in Tennessee injured crops on land in Georgia, *held*, that the action for damages was personal, giving Tennessee jurisdiction.

This decision, supported by *Hobbs* v. *R. R. Co.*, 9 Heisk 873-880, shows a tendency to abolish the old rule laid down in *Roach* v. *Damron*, 2 Humph. 425 and *Sumner* v. *Finegan*, 15 Mass. 284, that not only actions asserting title or interest in land, but also those arising from nuisance done to real estate are local, and must be brought in the State where the injury is committed.

PAROL EVIDENCE—WRITTEN CONTRACT.—POTTER v. EASTON ET AL., 84 N. W. 1011.—Defendant executed three promissory notes to plaintiff, across the face of which was written "Secured by mortgage on 1 bay pacing stallion known as Tibbeas I." As part of the same transaction they executed a chattel mortgage to secure payment of the notes. Plaintiff brought suit on notes and the court admitted parol evidence by the defendants to show that the horse was unsound, thereby causing a breach of warranty which they claimed the defendant had given. Plaintiff appealed, claiming that an admission of such testimony was error. Court *held* no error.

The existence of any separate oral agreement as to any matter as to which a document is silent, and which is not inconsistent with its terms, if from the circumstances of the case the court infers that the parties did not intend the document to be a complete and final statement of the whole transaction between them, may be proved. *Durkin* v. *Cobleigh*, 156 Mass. 108. *Stevens' Digest Ev.*, Art. 90.

PHYSICIANS—STATUTORY PROVISIONS—CONSTITUTIONALITY.—STATE v. BAIR, 84 N. W. 532 (Iowa).—Code, Sec. 2579, requires as an alternative qualification to practice medicine in Iowa after Jan. 1, 1899, five consecutive years' practice in the State, three of which shall have been in one locality. *Held*, not repugnant to State Constitution forbidding a great privilege or immunities to any citizen.

The court relies on the adage, "A rolling stone gathers no moss," to support its contention that permanency of practice in one locality is a proper test of fitness for this profession. A similar statute in New Hampshire was declared unconstitutional in *State* v. *Pennoyer*, 65 N. H. 113, on ground that it was "an arbitrary discrimination."

RAILROADS—CROSSING ACCIDENT—INJURIES TO CATTLE—FAILURE TO GIVE SIGNALS.—GRAYBILL v. CHICAGO, M. & ST. P. RY. CO., 84 N. W. Rep. 946 (Iowa).—The failure to observe the statutory regulation requiring a locomotive approaching a crossing to ring its bell and sound its whistle is negligence which will warrant a recovery for cattle injured by the failure to do so.

In reaching this decision the court engages in a psychological discussion as to whether such signals are in fact a warning for animals other than man, and holds that such signals are in fact a protection to the lower animals. The de-